

This document is provided as a format sample. Once executed it will have extensive legal ramifications. You are strongly urged to consult an attorney before preparing or executing such document.

PROJECT: _____ **PROPERTY TAX ID:** _____

DEED OF EASEMENT/MAINTENANCE COVENANTS AND AGREEMENT
(STORMWATER - ESD)

This Deed of Easement/Maintenance Covenants and Agreement, made this
_____ day of _____, 20____, by and between _____
_____ and _____

(Grantor) and the Board of County Commissioners of Frederick County, Maryland, a body corporate and politic of the State of Maryland **(Grantee)**.

WHEREAS, the Grantor is the owner of a certain tract of land located in Frederick County, Maryland, (the "Property", as defined below) over and across which it is necessary to provide for storm drainage systems and stormwater management facilities, including but not limited to environmental site design ("ESD") practices and techniques, ditches, pipes, inlets, culverts and ponds (hereinafter referred to collectively as the "Facilities"), for the benefit of the Property (as hereinafter defined) and adjacent and nearby properties, and

WHEREAS, it is necessary to provide for the future maintenance and inspection of the Facilities, and

WHEREAS, it is necessary to provide notice to future owners of all or a portion of the Property of the existence of the Facilities on the Property and their maintenance responsibilities for the Facilities.

WITNESSETH that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Board of County Commissioners of Frederick County, Maryland, its successors and assigns, the perpetual stormwater drainage and management easement(s) and right(s) of way in the areas shown on the approved Final SWM Plan (as defined in Chapter 1-15.2 of the Frederick County Code), attached as Exhibit A and incorporated by reference herein, through under and across certain real property located in Frederick County, Maryland which was conveyed unto the Grantor by _____

_____ and _____ (insert names of the predecessor(s) in title to the Grantor) by Deed dated _____, recorded among the Land Records for Frederick County, Maryland, in Liber _____, folio _____ (the "Property").

TO HAVE AND TO HOLD the easement(s) and right(s) of way granted herein together with the rights and privileges appurtenant to their proper use and benefits forever by the Grantee, its successors and assigns.

AND THE GRANTOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS, covenant and agree with the Grantee, its successors and assigns, as follows:

FIRST: That the Grantor will not make or permit any modifications to the easement(s) and right(s) of way granted herein, including but not limited to, the erection of any building or structure of any nature whatsoever, and any work that disturbs the earth, such as grading, filling, excavating, or planting, without the Grantee's prior written consent;

SECOND: That the Grantee, its successors and assigns, shall at all times have a right to enter the easement(s) and right(s) of way for the purpose of inspecting and/or maintaining, repairing or operating the facilities within the easement(s) and right(s) of way, the right of entry to be along the easement(s) and right(s) of way herein granted and along such other lines as the Grantee may deem necessary;

THIRD: The responsibility for the maintenance of the Facilities shall be set forth in the Maintenance Covenants and Agreement attached hereto as Exhibit B and incorporated herein by reference as if fully set forth herein;

FOURTH: The Grantor further covenants and agrees that the easement(s), right(s) of way, maintenance covenants and agreements contained herein shall run with the land and shall bind the Grantor and its heirs, executors, administrators, successors and assignees and shall bind all present and subsequent owners of the Property;

FIFTH: The Grantor covenants and agrees that all parties having an interest in the Property which is subject to this deed of easement have executed this document and agreed to the terms hereof; and

SIXTH: The Grantor will warrant specially the easement(s) and right(s) of way and

shall execute such further assurances thereof as may be requisite; and

SEVENTH: The Grantor and its heirs, successors and assigns agree to make specific reference to this Deed of Easement in a separate notice paragraph in any contract, deed, lease or other legal document by which any possessory or equitable interest in the Property is conveyed. The notice shall provide notice to the purchaser or grantee of any possessory or equitable interest in the Property that:

- (A) Stormwater Facilities are located on the Property;
- (B) The Facilities, which may not be readily apparent or visible, are located in the approximate areas shown on Exhibit A, a copy of which must be provided with the notice;
- (C) The Facilities may not be modified, relocated or removed unless approved in advance by Frederick County, and replaced in a manner which has no adverse impact on neighboring or adjoining properties; and
- (D) The owner of the Property shall be responsible, at their sole expense, for any required maintenance of the Facilities, including but not limited to, keeping the Facilities clean and in proper working order.

GRANTOR(S)

_____	_____ (SEAL)
Witness	Name

_____	_____ (SEAL)
Witness	Name

GRANTEE

BOARD OF COUNTY COMMISSIONERS
OF FREDERICK COUNTY, MARYLAND

Attest:

_____	By: _____
Administrative Officer	President

STATE OF _____, COUNTY OF _____

ON this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of, a corporation, and that he, as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing. In witness whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

*NOTE: This Notary block is a sample appropriate for an officer of a corporation's signature. If the document is to be executed by an individual, a partner, or trustee, the appropriate Notary language must be supplied.

STATE OF MARYLAND, COUNTY OF FREDERICK, MARYLAND TO WIT:

I HEREBY CERTIFY that on this _____ day _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, President of the Board of County Commissioners of Frederick County, Maryland, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body politic and corporate. And at the same time, he/she made oath in due form of law that he/she is the President of said body politic and corporate and is duly authorized to make this acknowledgment on its behalf.

Witness my hand and Notaries Seal.

Notary Public
My Commission Expires _____

NOTE: One of the two forms of Certification set forth below must be included on all

deeds and executed prior to acceptance of the deeds by the County.

CERTIFICATION

This instrument has been prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

(Type Name)

This instrument has been prepared by the undersigned, one of the parties named in the instrument.

(Type Name)

EXHIBIT A
(Copy of Final SWM Plan)

EXHIBIT B

INSPECTION AND MAINTENANCE COVENANT AND AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES

1. The Grantor, its successors, heirs and assigns covenants and agrees to provide for all the maintenance of the stormwater management Facilities to ensure that the Facilities are and remain in proper working condition, in accordance with the approved Final SWM Plan(s) No. _____ on file with the Frederick County, and all applicable standards, rules, regulations and laws. The Grantors shall perform necessary grass cutting, etc., and trash removal as part of regular maintenance.
2. Unless otherwise provided, the person(s) or entity holding legal title to the particular section of Property where any Facilities are located is responsible for maintenance of those Facilities. In the event a single Facility is located in one or more parcels under different ownerships, the owners of the parcels are responsible for their pro-rata share of any maintenance.
3. If necessary, the Grantor(s) or its/their successors or assigns, shall levy regular or special assessments against all present or subsequent owners of the Property served by the Facilities, as more particular described in paragraph 4 hereof, to ensure that the Facility is properly maintained.
4. Upon receipt of notice from the Frederick County of any problems or deficiencies in the Facilities, the Grantor shall correct the problems as directed by the County. If the requested corrections are not made within thirty (30) days, the County may, at its discretion, perform all the necessary work to bring the Facility into compliance with statutory requirements, and the owner(s) of the Property upon which the Facilities are located shall be assessed for the cost of the work. If not paid within thirty (30) days, the assessment shall create a lien on the Property and upon properties that are benefited by

the Facilities (the “Benefited Properties”). The Benefited Properties are identified as follows: _____

and may be included in the tax bill for property on which the Facilities are located and/or the Benefited Properties identified above and collected as taxes by Frederick County.

5. The Grantor shall indemnify and save Frederick County harmless from any and all claims for damages to persons or property arising from the construction, maintenance and use of the Facilities.
6. The Agreement and covenants contained herein shall apply to and bind the Grantor and its heirs, executors, successors and assigns, and shall bind all present and subsequent owners of the Property served or benefitted by the Facilities, as described in paragraph 4. above, and on which any Facility is located, for such time as each owner is in title to the Property or the Benefitted Property.
7. The Grantor shall promptly notify Frederick County if the Grantor transfers the maintenance responsibility for the Facilities to a 3rd party who does not own the Property by providing a copy of the document of transfer signed by all parties.